REMARKS:

Claims 1-31 are currently pending in the application.

Claims 32-50 have been previously canceled without *prejudice*.

Claims 1-31 stand rejected under 35 U.S.C. § 112, second paragraph.

Claims 11, 14-16, 19-20 stand rejected under 35 U.S.C. § 101.

Claims 1-31 stand rejected under 35 U.S.C. § 102(e) over U.S. Publication No. 20020046294 A1 to Brodsky et al. (hereinafter "*Brodsky*").

Applicants respectfully submit that all of Applicants arguments and amendments are without *prejudice* or *disclaimer*. In addition, Applicants have merely discussed example distinctions from the cited prior art. Other distinctions may exist, and as such, Applicants reserve the right to discuss these additional distinctions in a future Response or on Appeal, if appropriate. Applicants further respectfully submit that by not responding to additional statements made by the Examiner, Applicants do not acquiesce to the Examiner's additional statements. The example distinctions discussed by Applicants are considered sufficient to overcome the Examiner's rejections. In addition, Applicants reserve the right to pursue broader claims in this Application or through a continuation patent application. No new matter has been added.

I. Rejection Under 35 U.S.C. § 112, Second Paragraph

Claims 1-31 stand rejected under 35 U.S.C. § 112, second paragraph, as failing to particularly point out and distinctly claim the subject matter which Applicants regard as their invention. Applicants respectfully disagree and respectfully traverse the Examiner's rejection of Claims 1-31 under 35 U.S.C. § 112, second paragraph.

In particular, the Examiner states the following:

> The applicant has continued to use the term meta-model. The examiner based on a broad reasonable interpretation is interpreting a meta model to mean a description of the structure of what data fields are included in the agreement. Such as the uses in EDI and DTD.
>
> ***
>
> Regarding claims 1-31, the phrase "meta-model" renders the claim indefinite because it is unclear what the applicant means to be a meta-model. The applicant states in the specification that a "meta-model" describes a trade partner agreement. The examiner is reading meta-model to mean a description of the structure of what data fields are included in the agreement.

(26 May 2009 Non-Final Office Action, pages 2-3). Applicants respectfully disagree with the Examiner's assertion that the broadest reasonable interpretation of a meta model is "***a description of the structure of what data fields are included in the [trading partner] agreement***." Rather, Applicants respectfully direct the Examiner's attention to Applicants' specification:

> ***A meta-model is a description of a [trading partner agreement] TPA that software, such as collaboration software 16, can read and understand.*** A ***meta-model*** may contain XML data or any other suitable type of software-readable data, depending on the implementation.

(Specification, Page 7, Lines 13-15). (Emphasis added). By contrast, Applicants respectfully submit that the term "***meta-model***," as shown above, is clearly defined in Applicants' specification. In particular, as clearly shown above, Applicants specification recites that a "***meta-model***" is a "***description of a [trading partner agreement] TPA,***" as opposed to ***merely a description of the structure of what data fields are included in the TPA***, as asserted by the Examiner. Furthermore, not only is the term "***meta-model***" clearly defined in the specification, its relationship to software (such as collaboration software 16) is likewise clearly described. Specifically, as shown above, a "***meta-model***" may "contain XML data or any other suitable type of software-readable data" and, in any event, is a "***description of a [trading partner agreement] TPA that software, such as collaboration software 16, can read and understand.***" Therefore, as is set forth in more detail herein, the term "***meta-model***" is defined with such specificity as to render definite Applicants claims within the meaning of 35 U.S.C. § 112, second paragraph.

In addition to the above-cited passage from Applicants specification, the term "***meta-model,***" Applicants respectfully direct the Examiner's attention to Page 9 of Applicants' specification which describes the ***elements comprising*** a "***meta-model***":

> Through MMNS 18, enterprises 12 and 12f negotiate ***one or more meta-model elements that will be used to formulate a meta-model describing a negotiated TPA*** customized for their needs and suitable for their future collaboration.

(Specification, Page 9, Lines 19-22). (Emphasis Added). Therefore, a "***meta-model***" itself is formulated via "one or more ***meta-model*** elements," which are defined at length in Applicants specification. In particular, Applicants respectfully direct the Examiner's attention to Page 10, lines 4-6 of Applicants specification which sets forth a definition of a "***meta-model*** element":

> **each** ***meta-model element*** typically deals with an associated set ***of potential terms, definitions, or standards that may collectively provide a complete description of a negotiated TPA.***

(Specification, Page 10, Lines 4-6). (Emphasis Added). Accordingly, in light of the foregoing cited passages it is clear that Applicants have clearly, concisely and fully defined the term "***meta-model***" and "***meta-model*** element," in numerous places in Applicants specification. More particularly, the term "***meta-model***" and "***meta-model*** element" is defined with such specificity as to clearly render Applicants' claims definite.

Once again, Applicants have clearly defined what a "***meta-model***" ***is*** ("a ***description*** of a TPA"), its ***relationship*** with software (software can read and understand); Applicants have further clearly described the particular manner in which a "***meta-model***" is ***formulated*** (***meta-model*** elements), as well as defining "***meta-model elements"*** themselves. Therefore, as evidenced by the above-cited passages, Applicants fully described and defined the term "***meta-model***" and "***meta-model*** element" sufficiently as to clearly render definite Applicants' claims.

It is well-established that claims must be given their "broadest reasonable interpretation" in light of the specification. (see MPEP §2111). Specifically, an Examiner must interpret "verbiage of the proposed claims [in] the broadest reasonable meaning in their ordinary usage as they would be understood by one of ordinary skill in the art, ***taking into account whatever enlightenment by way of definitions or otherwise that may be afforded by the written description contained in***

applicant's specification." (MPEP 2111, citing *In re Morris,* 127 F. 3d. 1048, 1054-55, 44 USPQ2d 1023, 1027-27 (Fed. Cir. 1997)). As noted above, the term "***meta-model***" is clearly defined and described in numerous places Applicants specification. Thus, Applicants respectfully submit that the Examiner's construction of the broadest reasonable interpretation of "***meta-model***" is inconsistent with Applicants' specification.

Thus, for at least the reasons detailed above, Applicants respectfully request that the rejection of Claims 1-31 under 35 U.S.C. §112, second paragraph, be withdrawn.

II. Rejection Under 35 U.S.C. § 101

Claims 11, 14-16, and 19-20 stand rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter.

Although Applicants believe Claims 11, 14-16, and 19-20 are directed to patentable subject matter without amendment, Applicants have made amendments to further clarify that these claims are directed to patentable subject matter. These amendments are not considered narrowing or necessary for patentability. By making these amendments, Applicants do not indicate agreement with or acquiescence to the Examiner's position with respect to the rejections of these claims under 35 U.S.C. § 101, as set forth in the Office Action.

Accordingly, Applicants respectfully submit that Claims 11, 14-16, and 19-20 are directed to statutory subject matter. Applicants further respectfully submit that Claims 11, 14-16, and 19-20 are in condition for allowance. Therefore, Applicants respectfully request that the rejection of Claims 11, 14-16, and 19-20 under 35 U.S.C. § 101 be withdrawn.

III. Rejection Under 35 U.S.C. § 102(e)

Claims 1-31 stand rejected under 35 U.S.C. § 102(e) as anticipated by *Brodsky*. Applicants respectfully submit that Applicants' claims in their current form contain unique and novel limitations that are not disclosed by *Brodsky*. Thus, Applicants respectfully traverse the Examiner's anticipation rejection of Claims 1-31 under 35 U.S.C. § 102(e) over *Brodsky*.

Anticipation is a question of fact. *In re Schreiber*, 128 F.3d 1473, 1477 (Fed. Cir. 1997). "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628,631 (Fed. Cir. 1987). There must be no difference between the claimed invention and the reference disclosure, as viewed by a person of ordinary skill in the field of the invention. *Scripps Clinic & Research Found. v. Genentech Inc.*, 927 F.2d 1565, 1576 (Fed. Cir. 1991).

In rejecting Claim 1, the Examiner states the following:

> Brodsky teaches a storage medium stored therein a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between two or more enterprises as to collaborations between the two or more enterprises, each of the one or more meta- model element comprising data describing a standard for collaboration between the two or more enterprises (¶ 111-131, 141, 146, 168, 90). Brodsky teaches ***receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (¶ 2490).*** Brodsky teaches ***provide the two or more enterprises access to the set of one or more metamodel elements(¶ 2503).***
>
> ***
>
> Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (¶ 2503).

(26 May 2009 Non-Final Office Action, pages 5-6). (Emphasis Added). Applicants respectfully disagree with all of the above and direct the Examiner's attention to Figure 42 and paragraphs 2490 and 2503 of the specification of *Brodsky*, provided below, on which the Examiner relies:

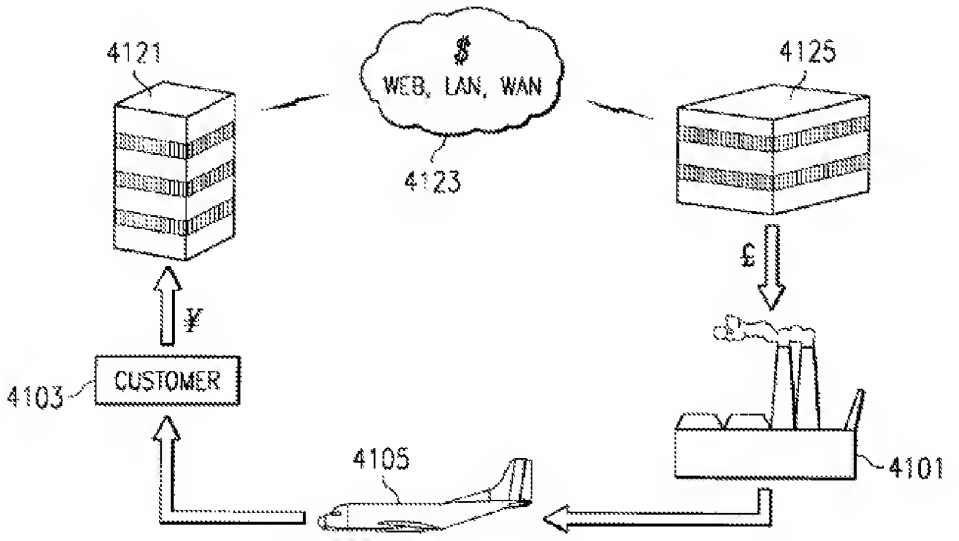

FIG. 42

[2490] A further application of the connectors of the present invention is in connection with groupware, and especially linking "islands of groupware" together. "Groupware" is a broad term applied to technology that is designed to facilitate the work of groups. Groupware technology may be used to communicate, cooperate, coordinate, solve problems, compete, or negotiate. A Groupware suite of applications is comprised of programs that help people work together collectively, even if located remotely from each other. Groupware services can include the sharing of calendars, collective writing, e-mail handling, shared database access, electronic meetings, video conferencing, and other activities.

***

[2503] FIG. 42 illustrates a commercial transaction where real goods are shipped from a seller to a buyer, and various forms of electronic payment and secured electronic payment are used by the buyer to pay the seller, with banks and financial institutions connected through the connectors described herein. Specifically, a merchant or manufacturer 4101 sells a product to a customer 4103 that he has no "history" with. The product is shipped 4605. However, the buyer 4103 does not wish to be parted from his money until the goods are received, inspected, approved, and "accepted", while the seller 4101 does not want to give up control of the goods until he has been paid. This fundamental commercial conflict has led to various paradigms, most involving hard copy "near moneys" or instruments of one form or another. Today, the financial transactions are most frequently those involving electronic fund transfers, and electronic versions of notes, instruments, negotiable instruments, documentary drafts, payment orders, letters of credit, warehouse receipts, delivery orders, bills of lading, including

> claims on goods, that is, documents of title that purport to transfer title or physical custody of goods to the bearer or to a named person, and security interests in goods. Typically, the customer 4103 executes an instrument in favor of the seller 4101, directing the buyer's bank 4121 to pay buyer's money to the seller 4101 through seller's bank 4125. Normally, this is a simple electronic transaction between buyers and sellers who have dealt with each other before, dealing through banks or financial intermediaries who have dealt with each other before, and who are using the same or compatible software applications. However, in the extraordinary case where these preconditions are not satisfied, the connectors of the invention facilitate the electronic, bank-to-bank, side of the transaction.

As shown above, the portions of *Brodsky* on which the Examiner relies to fail to disclose at least the elements of Claim 1 of "***receiv[ing] an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises***," "***provid[ing] the two or more enterprises access to the set of one or more meta-model elements***," and "***communicat[ing] the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model***."

By contrast, the portion of *Brodsky* on which the Examiner relies to disclose "***receiv[ing] an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises***," merely discloses, among other things, "groupware" applications that allow people in remote locations to work together collectively by providing for "sharing of calendars, collective writing, e-mail handling, shared database access, electronic meetings, video conferencing, and other activities." There is no suggestion of a preexisting need to negotiate a standard for collaboration as the portion of *Brodsky* relied upon by the Examiner also does not suggest that the remotely located users of groupware have different standards of collaboration thereby requiring negotiation of a standard that would be applicable to both.

Furthermore, the portion of *Brodsky* on which the Examiner relies to disclose "***provid[ing] the two or more enterprises access to the set of one or more meta-model elements***," and "***communicat[ing] the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model***" fails to disclose these elements of Claim 1. Rather, among other things, the above-referenced portion of *Brodsky* merely describes a situation in which a buyer and seller electronically complete a transaction, each using a financial institution that has not previously transacted with the other's financial institution and where the financial institutions may use

incompatible software applications. The mere statement that the invention of *Brodsky* "***facilitate[s] the electronic, bank-to-bank, side of the transaction***" is not analogous to "provid[ing] … access to [a] set of ***one or more meta-model elements***," and "communicat[ing] the ***negotiated meta-model*** to the two or more enterprises for collaborations between the two or more enterprises ***according to the standard for collaborations in the negotiated meta-model***," as recited in Claim 1. As shown above, the portion of *Brodsky* on which the Examiner relies to disclose these elements provides no mention of "meta-model elements" or of a "negotiated meta-model" but merely suggests that facilitation of the transaction occurs in some manner that is undescribed by the cited portion of *Brodsky*. *Brodsky* is silent and therefore, fails to disclose "***provid[ing] the two or more enterprises access to the set of one or more meta-model elements***," and "***communicat[ing] the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model***."

While further distinctions exist between Applicants' Claim 1 and *Brodsky*, the failure of *Brodsky* to disclose at least the elements of "***receiv[ing] an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises***," "***provid[ing] the two or more enterprises access to the set of one or more meta-model elements***," and "***communicat[ing] the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model***," as discussed in detail above, is more than sufficient to patentably distinguish Claim 1 from *Brodsky*.

Accordingly, Applicants respectfully request that the rejection of Claims 1-31 under 35 U.S.C. § 102(e) as anticipated by *Brodsky* be withdrawn.

IV. Office Action Fails to Properly Establish a *Prima Facie* case of Anticipation over *Brodsky*

Applicants respectfully submit that the allegation in the present Office Action that *Brodsky* discloses all of the claimed features is respectfully traversed. Further, it is noted that the Office Action provides no concise explanation as to how *Brodsky* is considered to anticipate all of the limitations in Applicants 'Claims. ***A prior art reference anticipates the claimed invention under 35***

U.S.C. § 102 only if each and every element of a claimed invention is identically shown in that single reference. MPEP § 2131. (Emphasis Added).

Applicants respectfully point out that "it is incumbent upon the examiner to identify wherein each and every facet of the claimed invention is disclosed in the applied reference." Ex parte Levy, 17 U.S.P.Q.2d (BNA) 1461, 1462 (Pat. & Tm. Off. Bd. Pat. App. & Int. 1990). Applicants respectfully submit that ***the Office Action has failed to establish a prima facie case of anticipation in Claims 1-31 under 35 U.S.C. § 102 with respect to Brodsky because Brodsky fails to identically disclose each and every element of Applicants' claimed invention, arranged as they are in Applicants' claims***.

V. Applicants' Claims are Patentable over *Brodsky*

Applicants respectfully submit that, as discussed above, Claims 1, 11, 21, and 31 are considered patentably distinguishable over *Brodsky* for at least the reasons discussed above in connection with Claim 1.

Furthermore, with respect to dependent Claims 2-10, 12-20, and 22-30: Claims 2-10 depend from Claim 1; Claims 12-20 depend from Claim 11; and Claims 22-30 depend from Claim 21. As mentioned above, each of Claims 1, 11, 21, and 31 are considered patentably distinguishable over Brodsky. Thus, dependent Claims 4, 5, 14, 15, 24, and 25 are considered to be in condition for allowance for at least the reason of depending from an allowable claim.

Thus, for at least the reasons set forth herein, Applicants respectfully submit that Claims 1-31 are not anticipated by *Brodsky*. Applicants further respectfully submit that Claims 1-31 are in condition for allowance. Thus, Applicants respectfully request that the rejection of Claims 1-31 under 35 U.S.C. § 102(b) be reconsidered and that Claims 1-31 be allowed.

CONCLUSION:

In view of the foregoing amendments and remarks, this application is considered to be in condition for allowance, and early reconsideration and a Notice of Allowance are earnestly solicited.

Although Applicants believe no fees are deemed to be necessary; the undersigned hereby authorizes the Director to charge any additional fees which may be required, or credit any overpayments, to **Deposit Account No. 500777**. If an extension of time is necessary for allowing this Response to be timely filed, this document is to be construed as also constituting a Petition for Extension of Time Under 37 C.F.R. § 1.136(a) to the extent necessary. Any fee required for such Petition for Extension of Time should be charged to **Deposit Account No. 500777**.

Please link this application to Customer No. 53184 so that its status may be checked via the PAIR System.

Respectfully submitted,

25 August 2009
Date

/Steven J. Laureanti/signed
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